

SPE3S1-21-G-Z010

5-24-2021

LongBranch Partners, LLC

Is in acceptance if the terms and conditions of the above referenced BOA

1. Proposed Menu

Sample Menu 1

Protein

Easy open Canned chicken

Starch

Breadsticks

Fruit

Dried fruit

Dessert

Cookies

Cutlery kit

Spoon, fork , knife Napkin,

salt pepper packs

Individually sealed

Shelf life 10 months

Sample Menu 2

Protein

Easy open Canned Tuna

Starch

Granola

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Fruit
Raisins

Dessert
Dessert bar

Cutlery kit
Spoon, fork , knife
Napkin, salt pepper packs
Individually sealed

Shelf life 10 months

Sample Menu 3

Protein
Easy open Canned turkey

Starch
Pringles

Fruit
Pouch applesauce

Dessert
Vanilla wafers

Cutlery kit
Spoon, fork , knife
Napkin, salt pepper packs
Individually sealed

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Shelf life 10 months

Sample Menu 4

Protein

Easy open Canned chicken salad

Starch

Granola

Fruit

Fruit snacks

Dessert

Dried banana chips

Cutlery kit

Spoon, fork , knife

Napkin, salt pepper packs

Individually sealed

Shelf life 10 months

Sample Menu 5

Protein

Easy open Canned tuna salad

Starch

Butter crackers

Fruit

Fruit slices

Dessert

Cream filled wafers

Cutlery kit

Spoon, fork , knife

Napkin, salt pepper packs

Individually sealed

Shelf life 10 months

Sample Menu 6

Protein

Easy open Beef ravioli

Starch

Breadsticks

Fruit

Fruit cocktail

Dessert

Caramel bar

Cutlery kit
Spoon, fork , knife
Napkin, salt pepper packs
Individually sealed

Shelf life 10 months

2. LongBranch will provide the following:

Packaging and shipping case

4 “meals” will be packed into a clean cardboard inner box and sealed marked with 4 meals and shelf life noted

3 inner boxes will be placed inside a shipping case made of clean cardboard and sealed

The shipping case will be marked and shelf life noted each case contains 12 meals 3/ 4 packs of meals will be palletized on a 40x48 inch wooden pallet. Pallet will contain 81 shipping cases with 12 meals per case pallet total meals of 972 meals per pallet.

40 foot container will contain 20 pallets of meals total meals 19,440

53 foot trailer will contain 26 pallets of meals total meals 25,272

3.

Daily delivery schedule

Day 1

0

Day 2

101,088 meals

8,424 cases

4 trucks

Day 3

404,352 meals

33,696 cases
16 trucks
Day 4
404,352 meals
33,696 cases
16 trucks
Day 5
404,352 meals
33,696 cases
16 trucks
Day 6
404,352 meals
33,696 cases
16 trucks
Day 7
404,352 meals
33,696 cases
16 trucks
Day 8
404,352 meals
33,696 cases
16 trucks
Day 9
404,352 meals
33,696 cases
16 trucks
Day 10
404,352 meals
33,696 cases
16 trucks
Day 11
404,352 meals
33,696 cases
16 trucks
Day 12
404,352 meals
33,696 cases
16 trucks
Day 13
404,352 meals
33,696 cases
16 trucks
Day 14
404,352 meals

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33,696 cases

16 trucks

Day 15

404,352 meals

33,696 cases

16 trucks

Fob point Greenville, North Carolina

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SCHEDULE OF SUPPLIES

1. Your proposal must indicate acceptance of the terms and conditions of this Basic Ordering Agreement (BOA), and include:

A complete description of your commercial meals, including the complete contents of each menu, the kcal, saturated fat, trans fat, total fat, sodium, percentage of protein and percentage of carbohydrates. The shelf life of your meal, at time of delivery must also be provided. The shelf life shall be based on the component with the shortest shelf life. Please reference the chart below for specific min/max requirements.

Meal Characteristics	Min/Max
Shelf Life Range	10 – 12 months@ 70 degrees
Kcal Range	800- 1460
Saturated Fat	No more 13g
Trans Fat Range	<2g
Total Fat Range	10- 35%
Sodium Range	0-1000mg
Protein	10-25%
Carbohydrate	0-60%
Beverage	None
Meal Packaging	Individual
Self Heater	Not required

2. The following components are **NOT** acceptable:

- Saltines
- Pudding
- Plastic fruit cup
- Tortillas
- Nuts due to diverticulitis and allergy conditions

NOTE: Use of candy should be minimized

3. Additional Requirements:

- Meals must include utensil packages, napkin, salt and pepper
- Each case of meals should contain a variety of meals
- Meals must be suitable for children (5yrs & older) and seniors with easy to open packaging

BASIC ORDERING AGREEMENT (BOA) TERMS AND CONDITIONS

1. Description of Agreement.

a. This agreement constitutes the complete and clear understanding between the parties, as to the terms and conditions that shall apply to any future orders/contracts issued pursuant to this Agreement as follows:

b. Time of Contract:

An order issued by the Government, under this agreement, shall become a binding contract between the parties, upon issuance by the Government. All terms and conditions within this agreement shall be part of any and all contracts issued hereunder. Accordingly, it is the responsibility of the contractor to assure the terms and conditions of this agreement, to include prices and delivery schedules are current and correct.

c. Modifications to this agreement:

Modifications to this agreement, to include prices and delivery, may be made upon the request of either party, but shall only be in effect and constitute the revised terms and conditions of this agreement upon the written acceptance of both parties.

d. Term of Agreement:

The supplier shall furnish SHELF STABLE COMMERCIAL MEAL(s) specified in the Schedule of Supplies of this BOA if and when requested by the contracting officer or the authorized representative of the contracting officer during the period commencing on the effective date of this agreement as indicated in Block 3 of the DD Form 1155 and ending two years from the effective date unless advance written notice of cancellation is received from either party prior to the expiration date.

e. Supplies to be furnished:

The supplier shall only provide the products as indicated in this agreement or its modifications. The product description and/or specifications are provided in the Schedule of Supplies of this BOA. All items delivered shall be produced, processed and prepared in accordance with the highest commercial standard practices, and shall conform to those products the contractor offers for resale in wholesale and retail outlets, and shall be produced in an approved production facility.

2. Extent of Obligation.

a. The government is obligated only to the extent of authorized orders issued under this agreement.

b. There is no obligation on the Government to place any future orders/contracts under this agreement, nor shall the Government use this agreement to restrict competition for any future acquisition of the supplies covered herein.

3. Right to Award other Contracts and Orders.

The Government reserves the right to award orders to other suppliers for like products during the same performance period as this BOA. It is the intention of the Government to compete orders for future requirements based on delivery schedule, evaluation of price including price per grams of protein and price per kilocalorie (kcal), and past performance. First priority of the Government will be to meet required delivery dates in the shortest timeframe possible, which could result in awards being made to other than the low priced offeror(s):

- a. **Delivery Schedule:** The objective of this BOA is to supply the Federal Emergency Management Agency (FEMA) with shelf-stable meals to support emergency feeding of civilians in disaster areas. Accordingly, the timeliness of deliveries to satisfy any

emergency feeding requirements is the most critical evaluation criteria in placing orders under the DLA Troop Support BOAs.

Orders will be placed first to those firms, or combination of firms, who can deliver the required quantities within or sooner than the required delivery dates. It is the intent of the Government to order full truckload quantities.

- b. **Past Performance:** The performance of the vendor under delivery orders for commercial meals, to include orders previously issued in support of FEMA and national relief efforts, will be assessed to determine the probability of successful performance on any delivery order that may be issued under this BOA. The vendor's performance regarding, but not limited to, timely delivery, quality and conformance of product, and timely and complete submission of required and/or requested information, will be evaluated.
- c. **Shelf Life:** The shelf life requirement of the meal is 10 - 12 months at 70 degrees F. Shelf life is defined by the case component with the shortest shelf life at time of delivery.
- d. **Pricing:** In evaluating price, the Government will consider the nutritional value of the meals to be delivered, to include price per kilocalorie and price per gram protein.
- e. **Meal quality:** The qualitative merits of the offered product that may be expected to result in customer satisfaction will be evaluated, to include, but not limited to, whether the menu components constitute a balanced and hearty meal, and menu variety. Any actual feedback and comments or directions received from customer(s) will be used in this evaluation.

4. Pricing.

a. The supplier warrants that prices set forth in each order received are as low as, or lower than, those charged his most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payments.

b. Contract prices shall be as stated in the Schedule of Supplies, at time of order/contract. The contractor shall submit any pricing change to the contracting officer for modification of the BOA.

c. Failure to reach agreement on price for any order issued before its price is established is a dispute under the Disputes clause, which is included in 52.212-4, paragraph d, of the BOA.

5. Purchase Limitation.

Individual purchases for subsistence items are not subject to dollar limitations.

6. Individuals Authorized to Place Orders.

a. The individuals authorized to place orders against this BOA and the dollar limitation per order are as follows:

Harry Streibich	DLA Troop Support- FTR	(215) 737-3834
Tiendung Nguyen	DLA Troop Support -FTRC	(215) 737-3625
Noreen Killian	DLA Troop Support -FTR	(215) 737-7718

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b. The supplier may only accept calls from individuals identified as being authorized to place orders under this BOA.

7. Deliveries.

a. Only those products specifically listed in this BOA are authorized for delivery. Delivery of unauthorized products shall be at the risk of and the sole responsibility of the supplier and may result in non-payment as well as cancellation of this agreement.

b. Deliveries and Government acceptance shall be at origin, in accordance with 52.247-30, F.O.B. Origin, Contractor's facility.

c. Trailer number, trailer license plate number, seal number and commercial bill of lading must be provided to the DLA Distribution Vendor Shipment Module (VSM) office within 3 hours of material shipment. This information shall be emailed to delivery@dla.mil.

8. Marking Requirements.

Standard commercial markings for shipping cases will be used to clearly mark and identify the nature of contents and the expiration date. All markings shall be clear, legible, non-fading and durable.

9. Delivery Locations.

Shall be identified on each individual order.

10. Reports.

a. The contractor will be required to provide shipping/delivery reports to DLA Troop Support as required, at no additional cost. A sample report is as follows:

Date	Pallets of Meals	Meals	Total Meals Shipped	Total Trucks Shipped
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b. Trailer number, trailer license plate number, seal number and commercial bill of lading must be provided to the DLA Distribution Vendor Shipment Module (VSM) office within 3 hours of material shipment. This information shall be emailed to delivery@dla.mil.

11. North American Industry Classification System (NAICS) Code and Small Business Size Standard.

The NAICS code and small business size standard for this acquisition are 424410 General Line Grocery Merchant Wholesalers and 250 respectively.

12. Registration and Certification

The contractor will be required to be registered in the System for Award Management (SAM), as well as in the Disaster Response Registry (DRR).

13. Vendor Shipment Module (VSM)

(a) The Defense Logistics Agency (DLA) vendor shipment module (VSM), formerly known as the distribution planning and management system (DPMS), is a web-based distribution and transportation system available to DLA vendors for the purpose of obtaining current shipping

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addresses, two-dimensional bar coded shipping labels in accordance with military standard (MIL-STD) 129P, bills of lading, packing lists, and other shipping documentation. VSM replaces the need for the vendor to contact the DLA transportation office, prior to shipping, when directed in DLA contracts.

(Note: For contracts administered by the Defense Contract Management Agency (DCMA), the vendor must contact the DCMA transportation office in lieu of using VSM, unless otherwise stated in the contract.)

(b) Use of VSM is voluntary and is especially beneficial for DLA administered free on board (f.o.b.) origin contracts and for DLA administered contracts where ultimate destination is a location outside of the United States.

(c) Vendors using VSM must possess the following minimum information technology capability:

(1) Pentium personal computer or equivalent system sufficient to access the Internet.

(2) Compatible laser printer with two megabytes of memory.

(3) Internet Explorer 6.0 or higher.

(4) Adobe Acrobat 8.0 or higher

(5) Minimum 56 Kbps internet connection

(d) For more information about VSM or to register as a VSM user, contact the supply chain transportation office helpdesk at (800) 456-5507 or via email to delivery@dla.mil.